

Texas Department of Information Resources
APPENDIX E to DIR CONTRACT NUMBER DIR-TSO-3136

Service Level Agreement

Terms and Conditions

Johnston Technical Services, Inc. (d.b.a. JTS) agrees to provide services, warranties, and support under the following document. This Service Level Agreement is executed and subject to the Terms and Conditions of the DIR Contract Number DIR-TSO-3136 between JTS and the Customer. All inquiries for warranty or services will be made to the following address:

JTS	Customer
Service and Warranty Dept.	Dept
1530 S. Cockrell Hill Rd.	Address 1
Dallas, TX 75236	Address 2

1. Scope

This Service Level Agreement ('Agreement') outlines the minimum service that a Customer may expect. In the event that any provisions of DIR Contract No. DIR-TSO-3136 and this Agreement are in conflict, DIR Contract No. DIR-TSO-3136 will prevail.

2. Term

This Agreement shall be effective from the date countersigned on Customer's behalf (the "Effective Date") and shall be valid for one year. Additional years of manufacturer warranties, next business day replacements, maintenance and service agreements may be purchased at the end of the initial term.

3. Terms and Conditions

a. *Initial Installation:* Customer agrees to purchase equipment from JTS. JTS warrants that technical, consulting, or installation service(s) furnished pursuant to this Agreement shall be performed by trained and qualified personnel and shall, where applicable, meet the Customers specifications and/or the manufacturers or industries standards of workmanship and quality. This warranty shall be in effect for a period of one year from initial installation. Any service found, during the warranty period, to be nonconforming to the above stated warranty shall at JTS expense be re-performed to meet the warranty requirements. Any technical service or consultation performed beyond the scope of the initial proposal will be provided at prevailing time and material rates.

b. *Commercially Reasonable Efforts.* During the Term of this Agreement, JTS will use its commercially reasonable efforts to maintain the Products in good operating condition by providing services and support at the Customer's request.

c. *Service Response.* JTS' normal business hours are from 8:00 a.m. to 5:00 p.m. Monday thru Friday excluding company and state holidays. JTS shall provide response to all requests for service and support within one hour of Customer's notification to JTS during normal business hours. After hours response will be within four hours of notification to JTS Technical Support. JTS will provide field support within four hours of notification during normal business hours. After hours field support is available at JTS' published after hour emergency dispatch rates.

d. *Parts and Labor.* Replacement parts and labor will be the responsibility of the Customer. Replacement parts are subject to the terms of the Manufacturer of each product and their warranties.

e. *Repair and Replace.* If Next Business Day Advanced Replacement is purchased, replacement parts will be coordinated through the manufacturer's Technical Support Center after trouble shooting has occurred and verified the equipment is defective. If Manufacturer's Extended Warranty only is purchased, then the availability of replacement parts are subject to availability in JTS exchange stock and on-hand stock of the Manufacturer. JTS will install a replacement at the Customer's expense. In the event a replacement part is not immediately available in stock, JTS will notify the Customer and provide priority turnaround of suitable replacement equipment.

f. *Force Majeure*. Force Majeure that causes damage to the equipment will be handled in accordance with DIR Contract No. DIR-TSO-3136 Appendix A, Section 11.C, Force Majeure.

g. *Notice*. Notice will be handled in accordance to DIR Contract No. DIR-TSO-3136 Appendix A, Section 12.A, Notices.

h. *Availability*. Customer agrees to grant JTS personnel access to the facilities 24/7 as needed to perform repairs and will make arrangements with any and all necessary parties.

4. Service Limitations

The following are not covered under this Agreement unless specifically accepted in writing by JTS:

a. *Unauthorized Repairs*. JTS is not obligated to service a Product that has been repaired, maintained or modified without prior written authorization by JTS or damaged due to the Customer's negligence. Furthermore JTS repair obligations will be rendered null and void if Product serial numbers, warranty data or quality assurance decals are removed or altered.

b. *End of Life*. This agreement does not cover any Products, or versions of Products which are no longer offered by JTS for general commercial availability. In the event any Products are withdrawn from general commercial availability JTS will make a recommendation for a suitable replacement.

5. Software

At the Customers request, JTS will make available any new releases of software or firmware that is applicable to the Customer's product.

6. On-Site Services

JTS offers assistance with the Products at the Customer premise locations.

a. *Exclusions*. Upgrade services or general troubleshooting efforts not associated with a specific performance issue that has been isolated to the initially installed equipment.

b. *Security and Safety Policies*. Customer's notice requesting On-Site services must include a description of any special security or safety policies which will apply to JTS personnel, or any third party assisting JTS. If any time is needed for JTS personnel, or any third party assisting JTS, for additional training or certification specific to site access will be charged in man hours to the Customer. Regardless of the foregoing, JTS personnel and any third party assisting JTS shall comply with all directions given onsite by Customer personnel who have control of or responsibility for the work site.

c. *Site Hazards*. Customer warrants a safe place to work for JTS On-Site personnel. JTS reserves the right to terminate or refuse service, when in its opinion, conditions at the Customer site(s) represent a safety or health hazard to any of its representatives.

7. Charges and Payments

All Payments will be handled in accordance with DIR Contract No. DIR-TSO-3136 Appendix A, Section 8, Pricing, Purchase Orders, Invoices, and Payments.

JTS Representative

CUSTOMER Representative

Date

Date

JTS Signature

CUSTOMER Signature

Title

Title